

General Terms and Conditions of Purchase

1. Validity and Effect

- 1.1 The following General Terms and Conditions of Purchase (“**GTCP**”) shall apply to and govern exclusively any purchases by Vetropack Italia S.r.l. (“**VPI**”) of goods and/or services by a third party supplier (the “**Supplier**” and, hereinafter, jointly with VPI referred to as the “**Parties**”), on the basis of the relevant purchase order delivered by VPI to the Supplier (the “**Purchase Order**”).
- 1.2 As a consequence of the acceptance of the Purchase Order or the supply of the goods and/or services, the Supplier unconditionally accepts these GTCP and expressly agree on the fact that any supply of goods and/or services shall be subject to these GTCP only, it being understood that any deviating term and condition, including the Supplier’s general terms and conditions of sale shall apply only if expressly accepted in writing by VPI.
- 1.3 These GTCP, the Purchase Order and the last available version of the Supplier Code of Conduct of Vetropack Group (the “**Code**”) constitute a substantial and integral part of the existing contractual relationship entered into between VPI and the Supplier. In case of discrepancy between the terms and conditions set forth in the Purchase Order and these GTCP, the first shall prevail.
- 1.4 Should any provision of these GTCP be or become null and void or ineffective, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new, valid provision, set forth to achieve a result which is as close as legally possible to the result intended by the provision determined to be null and void, or ineffective.
- 1.5 In case of any doubt and/or inconsistency, the English version shall prevail over the local language versions.
- 1.6 The term “**Delivery**” means and shall include any supply of goods and/or services by the Supplier in favor of VPI which is governed by these GTCP and the relevant Purchase Order.

2. Written Form

- 2.1 All Purchase Orders as well as any modifications, amendments thereto and confirmations thereof shall be made in writing. VPI shall only accept (i) English or (ii) the local language of the place of business of the relevant company of the Vetropack Group VPI issuing the Purchase Order. Any correspondence with VPI relating to a Purchase Order shall clearly indicate such Purchase Order’s number.
- 2.2 Any correspondence between the Parties shall be made via e-mail.

3. Offers and cost estimates

- 3.1 The Supplier shall prepare its offers and cost estimates without any costs and charges for VPI.
- 3.2 Unless otherwise specified in VPI’s inquiries or invitations to tenders, the Supplier’s offers shall be binding for a period of 30 days starting from the day of its receipt by VPI and shall constitute an irrevocable offer (*proposta irrevocabile*) pursuant to Article 1329 of the Italian Civil Code (the “**Code**”).

4. Purchase Orders and supply

- 4.1 Any Purchase Order issued by VPI shall be considered accepted by the Supplier in case the latter, within 5 days from its receipt: (a) does not challenge or dispute in writing the Purchase Order and starts the relevant supply or (b) returns to VPI the original of the Purchase Order duly signed for confirmation. Following the acceptance, the Purchase Order, together with these GTCP and any other documents expressly referred to as integral and essential part of the Purchase Order, or otherwise separately agreed between the Parties, shall constitute a binding agreement between the same Parties.

- 4.2 The above without prejudice to the cancellation and/or revocation right of VPI at any time, free of any charge and liability, of those issued Purchase Orders which have not been timely accepted and/or properly executed by the Supplier, regardless that the Supplier has already begun to execute such Purchase Order.

5. Packaging, Transport, Delivery Note and Insurance

- 5.1 Any cost and expenses for packaging and transportation shall be borne solely by the Supplier, unless otherwise agreed in writing between the Parties.
- 5.2 Each consignment shall be securely and properly packed and shipped in accordance with the applicable laws and regulations. The Supplier shall be solely liable for packaging and shipping, as well as for any damage and cost related thereto. The Supplier shall be obliged to ensure that all the deliveries will comply to the statutory labelling requirements, if any. The Supplier shall, in addition, affix to each delivery a properly visible, weather-proof identification tag, listing its contents, quantity, sender ID and addressee.
- 5.3 The Supplier undertakes to take out, at its own expense, an appropriate transport insurance, which will at least cover the value of the Purchase Order. At the request of VPI, the Supplier shall submit such insurance policy to the same VPI. Returnable containers shall be free of charge and may be returned solely at the risk and expense of the Supplier.
- 5.4 In case the Purchase Order provides so, the Supplier shall send to VPI a detailed dispatch notification on the day of dispatching, separately from the goods and the invoice. Every delivery must be accompanied with a delivery note containing a reference to the dispatch notification. The Purchase Order number shall be indicated in all documents and correspondence of any kind related to such Purchase Order.
- 5.5 Without prejudice to any additional statutory right, all the deliveries that do not meet the aforesaid requirements shall be stored with VPI at Supplier’s expenses and risk and such deliveries shall not constitute a proper performance by the Supplier of these GTCP, the Purchase Order and/or any other existing agreement between the Parties.
- 5.6 Any loss or damages to the goods and/or services occurred before the delivery of the same to VPI shall not release the Supplier from its delivery obligations.
- 5.7 Partial deliveries may be made upon explicit prior agreement of VPI only.

6. Price, Invoice and Payment

- 6.1 Unless otherwise agreed between the Parties, fixed lump-sum prices, not subject to any adjustment and/or reevaluation, shall apply (the “**Price**”). The Price shall cover and include any costs, expenses and charges for the fulfillment of the agreement, including any tax and duty and excluding VAT (if and when applicable), which shall separately indicated on the relevant invoice. Unless expressly authorized in writing by VPI, no additional price different from the Price shall be paid to the Supplier, provided that the latter shall indemnify and hold harmless VPI for any and all damages, costs and expenses different from the Price that VPI shall bear in connection with these GTCP and/or the Purchase Order.
- 6.2 The invoice shall be delivered separately from the shipment within 90 days from the Delivery. The invoices shall comply in terms of wording, contents and structure to the applicable laws and regulations and shall clearly indicate the relevant Purchase Order number. Any invoice that does not meet the above formal requirements shall be returned to the Supplier and not be deemed received by VPI.
- 6.3 At the VPI sole discretion, the payment of the Price shall be made either within (i) a period of 14 days with a deduction of a

3% discount or (ii) a period of 90 days. The payment term shall start on the later of the above date of receipt of the formally correct invoice or upon the receipt of the complete delivery free of any fault and defect.

6.4 VPI shall have the right, at its sole discretion, to set-off any credit and/or debt *vis-à-vis* the Supplier. It is hereby agreed that the payment of the Price by VPI shall not be deemed as neither express or implied recognition of the proper fulfillment by the Supplier of its obligation under the contract and shall not limit in any way any contractual remedies that VPI may have (such as warranty claim and/or compensation for damages).

6.5 Any assignment of debts owed by VPI shall require the prior written consent of VPI.

7. Warranty and Liability

7.1 The Supplier warrants and shall be liable for the correct and complete fulfillment of the contract. The Supplier represents and warrants that the Deliveries will be made in compliance with the agreements occurred between the Parties and are in compliance both with the contractual specifications and the applicable laws and regulations, including the Code. The Supplier shall submit to VPI the required certificates of conformity without any further request. The acceptance and examination, as the case may be, of the Delivery shall take place only when consented by the ordinary course of business, provided that the statutory examination requirements are herewith expressly waived.

7.2 The warranty period for defects of the supplied goods and services shall be equal to 12 months starting from the date of the Delivery to VPI, unless the applicable laws and regulations provide for a longer period. The goods are also guaranteed for defects of operation for a 24 months period starting from the effective commissioning. Even in express derogation, if and when possible, of the relevant terms set forth by the applicable laws and regulations, the Parties hereby agree and acknowledge that VPI shall have the right to notice to the Supplier any defect and/or defect of operation within 60 days from the relevant discovery.

7.3 In case VPI discovers any defect during the warranty periods set forth in the Paragraph 7.2 above, VPI, without prejudice to any other right and remedy pursuant to the applicable laws and regulations and/or these GTCP (including, without limitation, the right to terminate for cause these GTCP and/or the Purchase Order) and to any compensation for damages, will have the right, at its sole discretion, to (i) get the complete reimbursement of the Price already paid or (ii) demand the Supplier, at its sole costs and expenses and in the shortest time as possible, to remedy to such defect. In case of urgency or whether the Supplier does not promptly remedy to such defect, VPI shall have the right to provide on its own initiative, by charging the relevant cost and expenses to the Supplier, which shall immediately reimburse those costs and expenses upon VPI simple request, together with the relevant supporting documentation.

7.4 The above without prejudice to right of VPI to suspend all the payments to the Supplier unless the defects are completely and satisfactorily remedied or, in case such a remedy is not possible, the right of VPI to obtain an appropriate reduction of Price or, at its sole discretion, to terminate these GTCP and/or the Purchase Order, without prejudice to any compensation for damages.

7.5 The warranty period for the repaired goods and/or services will have the same duration of the original warranty period (*i.e.* 12 or 24 months, depending on the defect) and shall start from the repairing and/or substitution date.

7.6 Notwithstanding any other undertakings hereunder, the Supplier shall indemnify and hold VPI harmless from any product liability claims of third parties related to the Delivery. The Supplier shall

take out and maintain a general liability insurance (particularly covering product liability cases) with an insurance coverage of at least EUR 5,000,000.00 for each individual case. A copy of the policy shall be made available at VPI's simple request.

8. Passing of Risk and Benefit

8.1 For Deliveries without installation and/or assembly and subject to the provisions of Article 5 of these GTCP, any risk and benefit shall pass from the Supplier to VPI in accordance with the relevant INCOTERMS agreed between the Parties and indicated in the relevant Purchase Order or, as the case may be, upon receipt and/or acceptance of the Delivery.

8.2 For Deliveries requiring installation and/or assembly, any risk and benefit shall pass from the Supplier to VPI only upon express acceptance, which shall be properly documented in an acceptance protocol.

9. Subcontractors

9.1 The use of subcontractors for the complete or partial fulfilment of the Purchase Orders shall require the express prior written consent of VPI.

9.2 The Supplier shall remain liable for any subcontractor's performance of the contractual obligations and shall remain liable for the subcontractor's acts and omissions as for its own.

9.3 The Supplier shall indemnify and hold VPI harmless against any and all claims issued by any sub-contractor of the Supplier, as well as any employee, collaborator, worker in any way employed by the subcontractor pursuant to the applicable laws and regulations.

10. Health and Safety at the workplace; social security obligations

10.1 The Supplier, pursuant to Article 26 of Italian Legislative Decree No. 81/2008, declares its technical and professional capacity to carry out the activities referred to in these GTCP.

10.2 The Parties agree to cooperate in the implementation of prevention and protection measures against occupational risks and accidents that may arise during the Delivery to VPI as well as coordinate their actions.

10.3 The Supplier undertakes not to modify and/or alter in any way the characteristics and the workplace health and safety standards, as well as those of the machines, equipment and systems of VPI plants.

10.4 In carrying out any activity of production of goods and/or supply of services, the Supplier shall also undertake to comply with the following obligations: a) shall regularly pay the personnel employed on the activities related to the Delivery and shall duly fulfil to the employment agreements and to the applicable national collective bargaining agreements; b) shall pay any insurance, accident, social security and tax charge related to the above-mentioned personnel pursuant to the applicable laws and regulations; c) shall ensure that its employees and/or collaborators who provide their services pursuant to these GTCP will comply with the regulation governing safety at the workplace (in particular Italian Legislative Decree No. 81/2008) and with any possible directive, instruction or request issued from time to time by VPI, and d) shall provide VPI, upon its first request, with all the documentation proving the correct fulfillment of the abovementioned obligations, included the document attesting the duly fulfillment of the social security obligation (*DURC*).

10.5 VPI reserves the right to suspend the payment of any amount due to the Supplier under these GTCP and/or Purchase Order until the latter produces the documentation as referred to in Paragraph 10.4, Lett. d) above, once requested.

11. Force Majeure

11.1 In the event of force majeure, such as war and warlike events, natural disasters and corporate-wide strike, VPI shall be relieved from the acceptance of the Delivery for the duration of such event and shall be entitled to terminate the agreement.

11.2 Such termination shall not give rise to any compensatory damages in favor of the Supplier. Events of force majeure that might prevent the Supplier from fulfilling its contractual obligations under these GTCP and/or Purchase Orders shall be notified immediately in writing to VPI. For the duration of such events the contractual obligations shall be deemed suspended.

12. Deadline and delays

12.1 The Delivery periods specified by VPI shall be fixed terms. As a result, any delay in delivery shall cause a Supplier's breach without any reminder. The Delivery shall be made available at the specified Delivery address and within the Delivery date expressly specified in the Purchase Order.

12.2 The Supplier shall be obliged to notify VPI without delay in writing when it becomes aware of any delay in Delivery. In the event of a delayed Delivery, VPI shall – without prejudice to any additional statutory remedies and without granting the Supplier with an additional period for a late fulfillment – be entitled to withdraw from the contract, in full or in part, or ask for the fulfillment of the Supplier. The supplier shall in any case be liable for the damages in which VPI has incurred as a consequence of the late Delivery.

12.3 Regardless of any direct or indirect liability the Supplier, as well as of any evidence of an actual damage, VPI shall be entitled to claim from the Supplier a penalty amounting to 0.5% of the Price of the Purchase Order (excluding VAT) for each commenced calendar day of delay, provided that the total amount of the penalty shall in no event exceed 10% of the Price of the Purchase Order (excluding VAT). VPI reserves the right to claim damages above and beyond such penalty. The payment of the penalty shall not operate as a release of the Supplier from its contractual obligations.

12.4 In case of termination of the contract, VPI shall be entitled, at Supplier's sole costs and expenses, to issue a Purchase Order of substitute goods and/or service by a third party. VPI will accept cash-on-delivery shipments only in case of a prior written agreement.

13. Legal Defects and Third-Party Rights

13.1 The Supplier represents and warrants that the Deliveries are free of any third-party rights.

13.2 The Supplier shall indemnify and hold VPI harmless from any third-party rights arising in connection with the Delivery, and shall ensure its unrestricted use by VPI. The Supplier shall indemnify and hold VPI harmless from any third-party claims relating to the violation of any governmental laws and regulations. The Supplier represents and warrants that, at the time of acceptance, the delivery is not encumbered with any third-party lien whatsoever; otherwise VPI shall be entitled to refuse the delivery and request immediate supply with unencumbered goods, without prejudice to any compensation for damages.

14. Provision of materials

14.1 Any material provided by VPI for the performance of the Delivery shall be marked accordingly by the Supplier and shall remain in VPI's property also after its processing or treatment.

14.2 The Supplier shall immediately inspect such material with respect to fitness for use upon receipt. VPI excludes any warranty for the material provided, unless the Supplier notifies any defects within 5 days from receipt. Upon completion of the work, any unprocessed or untreated material shall be returned to VPI without any further request.

14.3 In case VPI makes available its staff for the performance of the

delivery, the Supplier shall be liable for its performance of the work, the proper instruction and supervision as if it was Suppliers own personnel. Furthermore, the Supplier shall be liable for compliance with the laws and regulations pertaining the provision of staff, as well as any additional operational rules adopted by the Supplier and of VPI respectively.

15. Safeguard clause

15.1 In case of any dispute and/or claim between the Parties for any reason whatsoever, the Supplier shall not be entitled to suspend the Deliveries and/or to not duly fulfill any of its obligations under these GTCP and/or the Purchase Order, unless expressly authorized by VPI.

16. Declaration of Materials and RoHS

16.1 Notwithstanding any duties of information provided by the applicable laws and regulation, the Supplier shall provide VPI with all necessary and useful information pertinent to the goods and services to be delivered, in particular, information on proper storage as well as safety data sheets in accordance with EU Regulations No. 1907/2006 and 1272/2008.

16.2 The Supplier represents and warrants that all the Deliveries are RoHS-compliant and, therefore, in compliance with the EC Directive on the Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment (Directive 2011/65/EU) at the time of delivery.

17. Legal Succession

17.1 VPI may assign its rights and obligations arising from these GTCP and/or Purchase Orders entered into with the Supplier to another company within the Vetropack Group.

17.2 Supplier expressly waives to any right to terminate and/or withdraw from these GTCP and/or Purchase Orders as a consequence of such assignment.

18. Non Disclosure

18.1 The Supplier undertakes (and ensures that its employees, agents or collaborators undertake) to keep strictly confidential any data, document or information received from VPI or, in any case, developed by the Supplier or coming to his knowledge as a result of the execution of these GTCP and/or of the Purchase Order, as well as not to disclose them to any third party or, otherwise, to use them for professional or competitive purposes other than the fulfillment of these GCTP, except for anything already of public knowledge.

18.2 The Supplier acknowledges and agrees that any right, title and legal interest related to the confidential information, mentioned above disclosed to the Supplier or those to which the latter has access, shall remain in the exclusive ownership of VPI.

18.3 The Supplier shall not mention VPI or refer to the Purchase Order in none of its press statement, communication to third parties or other forms of advertising, without a prior written authorization by VPI to do so.

18.4 In case of termination of the contractual relationship, the Supplier shall immediately return to VPI (or, destroy, if so requested by VPI in writing) the documentation and material received from and/or related to VPI or to the single Purchase Order already outstanding at the termination date, if any.

19. Personal Data Protection

19.1 Any data provided by VPI, pursuant to Italian Legislative Decree No. 196/2003 (as subsequently amended from time to time), to the Supplier as necessary (*i.e.* those necessary for the proper fulfillment of the agreement), will be treated exclusively for the purposes related to the fulfillment of these GTCP. In this regard, the Supplier undertakes to comply with the existing laws and regulation governing personal data protection and to treat as

confidential any data received by VPI. The Supplier also undertakes, upon termination for any reason of these GTCP and/or of the Purchase Order, to no longer treat any personal data.

- 19.2 In case of breach of the provisions referred in to this Paragraph 19, the Supplier shall hold harmless and indemnify VPI against any and all claim issued by any third party with respect to the Personal Data Protection or by the Guarantee Authority for the protection of personal data (*Garante della Privacy*).

20. Applicable law and Jurisdiction

- 20.1 These GTCP shall be governed by and construed in accordance with Italian law, excluding, however, the Convention on Contracts for the International Sale of Goods (CISG). INCOTERMS as in force at the time of the Purchase Order shall apply.
- 20.2 The Court of Milan (Italy) shall have the exclusive jurisdiction.